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EPA-REGION 4
ATLANTA, GA



Chevron

February 28, 2000

Mr. Bill Denman
United States EPA Region IV
Atlanta Federal Center
61 Forsyth Street
Atlanta, Georgia 30303-8960

Deed Restrictions, Orlando Florida

Dear Bill,

Karl Hoenke asked me to send this to you. Please call me if you have any questions.

Very truly yours,

Brian P. Roberts/egn

Brian P. Roberts

BPR/egn

Enclosure

cc: Rudy Tanasijevich

Chevron Corporation

555 Market Street
San Francisco, California
P.O. Box 7141
San Francisco, CA 94120-7141

Brian P. Roberts

Senior Counsel
Environmental Unit
Corporation Law
Phone 415 894 1477
Fax 415 894 3284

SITE: Chevron Ortho
BREAK: 11.14 v2
OTHER: _____



10482898

Prepared by/return to:

Julie F.

R. PAUL ROECKER, Esquire
Greenberg Traurig P.A.
111 N. Orange Ave., Suite 2050
Orlando, Florida 32801



Orange Co FL 2000-0068398
02162000 03:15:55pm
OR Bk 5943 Pg 4978
Rec 19.50

Declaration of Covenants, Conditions, Restrictions and Releases

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RELEASES (this "Declaration") is made as of the 11th day of January, 2000, by CHEVRON CHEMICAL COMPANY LLC, a Delaware limited liability company ("Chevron").

RECITALS

- A. Chevron is the fee simple owner of that certain real property located in Orange County, Florida, (the "Property"), being more particularly described as 4.39 acres, more or less, in Section 15, Township 22 South, Range 29 East, and bearing the municipal address 3100 North Orange Blossom Trail, Orlando, Florida. The Property is further identified by the United States Environmental Protection Agency ("EPA") as Superfund Site number 0400520, and by the Florida Department of Environmental Protection ("FDEP") as facility number 110.
- B. From approximately 1950 until 1976, Chevron handled, blended and packaged various pesticides on the Property (hereinafter sometimes referred to as the "Prior Use").
- C. In 1990, Chevron and EPA executed an Administrative Order on Consent with respect to the Property, under the terms of which Chevron performed remedial action on and underlying the Property to satisfy requirements of EPA as set forth in said administrative order; and
- D. EPA issued a Unilateral Administrative Order effective August 7, 1997, setting forth various tasks for Chevron to perform on and underlying the Property, and setting forth dates for completion of such tasks; and
- E. Chevron desires to institute covenants, conditions and restrictions affecting the Property, in accordance with EPA's requirements from the Record of Decision and subsequent orders.

NOW THEREFORE, Chevron hereby declares that the Property and all portions thereof shall be and are hereby, made subject to this Declaration and the provisions and restrictions

hereinafter set forth, which Declaration, provisions and restrictions shall run with title to the Property and all portions thereof:

1. The above captioned recitals are incorporated herein by reference. Although Chevron believes that the matters set forth in the recitals are true and correct, Chevron makes no representations or warranties as to their accuracy or the completeness of same. Instead, the recitals are intended to place prospective purchasers of the Property on notice of the Prior Use and the reasons for the restrictions placed on the use of the Property herein, in order that such prospective purchasers may conduct due diligence and satisfy themselves of the Property condition and its suitability for their intended use.

2. The Property shall be used solely for industrial or manufacturing purposes, or for commercial purposes, excluding, however, any use or business involving temporary or permanent housing of individuals, including but not limited to homes, mobile homes, hotels, motels, apartments, hospitals, nursing and residential care facilities, residential mental retardation, mental health and substance abuse facilities, community care facilities for the elderly, retirement communities, community housing services, or temporary shelters, and further excluding commercial facilities involving the extended presence of minors on the Property, such as schools, parks or day-care facilities.

3. The groundwater under the Property shall not be accessed or used for any purpose whatsoever, including, but not limited to, for drinking, cooking, irrigation or bathing, until said groundwater meets all applicable and relevant or appropriate requirements of EPA and the State of Florida Department of Environmental Protection; provided, however, that Chevron, or any entity acting on Chevron's behalf, may access and use the water on the Property to conduct periodic testing for determining contaminant levels therein.

4. CHEVRON MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CHEVRON MAKES NO EXPRESS OF IMPLIED WARRANTY OF SUITABILITY, HABITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE OR USE OR FOR ANY USE, INCLUDING, WITHOUT LIMITATION, A PERMITTED USE, OR AS TO THE MERCHANTABILITY, VALUE, QUALITY, CONDITION OR SALABILITY OF THE PROPERTY, NOW OR IN THE FUTURE.

OR Bk 5943 Pg 4979
Orange Co FL 2000-0068398

5. a. This Declaration, and the provisions, conditions, covenants, restrictions, obligations and releases set forth herein, shall run with title to the Property and all portions thereof and be binding upon the Property and the Purchasers from time to time of the Property and any and all portions thereof for an initial period commencing on the date hereof and expiring on the date which is fifty (50) years from the date hereof; provided, however, that Chevron may, in Chevron's sole, absolute and unfettered discretion, elect to extend such initial fifty (50) year period for up to five (5) additional periods of ten (10) years each (the initial fifty (50) year period

together with all extension periods which Chevron elects to exercise being referred to collectively as the "Term") by recording, in the appropriate Public Records of Orange County, a document entitled Extension of Declaration of Covenants, Conditions, Restrictions and Releases prior to the expiration of the initial fifty (50) year period of the Term and prior to the expiration of each successive ten (10) year extension period. Upon the expiration of the Term (as the same may have been extended as aforesaid) all provisions of this Declaration shall terminate, be null and void and of no further force and effect.

b. Notwithstanding paragraph 5.a. above, once Chevron, its successors or assigns have satisfied EPA and FDEP target levels in soil and groundwater, as specified in the Record of Decision and subsequent orders or other amendments, then Chevron, its successors or assigns may rescind the restrictions set forth in this Declaration by recording an instrument so stating in the official record of Orange County, Florida.

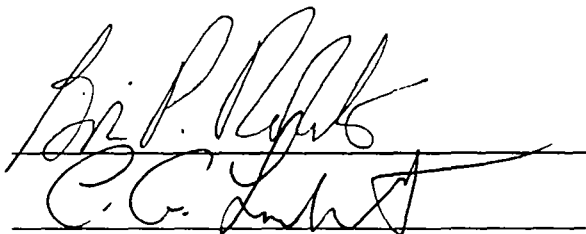
6. This Declaration may be enforced by Chevron, its successors and assigns, through injunctive action in addition to any other remedies available under law.

7. This Declaration shall be governed by, construed, interpreted and enforced under and in accordance with the laws of the State of Florida, and, if applicable, the laws of the United States of America.


IN WITNESS WHEREOF, Chevron has caused this Declaration to be executed by its duly authorized officer or other representative as of the date first written above.

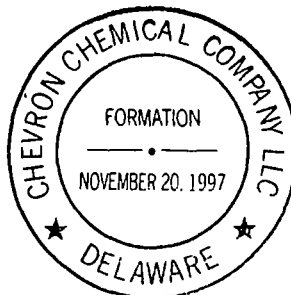
OR Bk 5943 Pg 4980
Orange Co FL 2000-0068398

WITNESSES:



CHEVRON CHEMICAL COMPANY LLC,
a Delaware limited liability company

By: 
Print Name **H. P. WALKER**
Title: **Assistant Secretary**
Corporate Seal



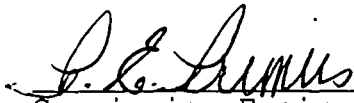
State of California
City and
County of San Francisco

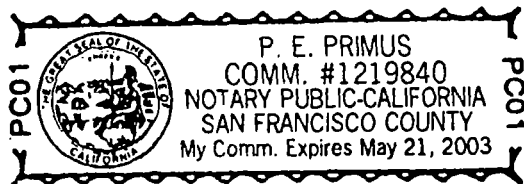
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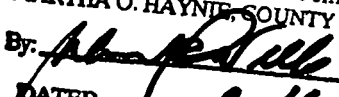
OR Bk 5943 Pg 4981
Orange Co FL 2000-0068398
Recorded - Martha O. Haynie

On February 14, 2000, before me, **P. E. Primus**, a Notary Public in and for the State of California, personally appeared H. P. Walker, Assistant Secretary of Chevron Chemical Company LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the within instrument in his or her authorized capacity, and that by his or her signature on the within instrument, the person or the entity upon behalf of which the person acted executed the within instrument.

WITNESS my hand and official seal.


Commission Expires: May 21, 2003



STATE OF FLORIDA - COUNTY OF ORANGE
I HEREBY CERTIFY that this is a copy of
the document as recorded in this office.
MARTHA O. HAYNIE, COUNTY COMPTROLLER
By:  , D.C.

DATED: 2-16-00

